

CONTRACT

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitutes the entire contract between the Parties concerning the subject matter of the contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. TERM AND TERMINATION
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5. STANDARD CERTIFICATIONS
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In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR

(Vendor Name) Motorola Solutions, Inc.

Signature [Signature]

Printed Name John P. Mollo

Title Vice President

Date April 23, 2012

Address 1303 E. Algonquin Road

Schaumburg, IL 60196

Phone 847-576-5000

Fax 947-576-4888

E-mail _____

STATE OF ILLINOIS

Department of Central Management Services

Signature: [Signature]

Malcolm Weems, Director

Designee Signature: [Signature]

By: Jan Morrow, 200

Date: 5/9/12

Address R.M. 801 Stratton

Springfield IL 62706

Phone 217-557-2412

Fax 217-558-1759

E-mail Jan.Morrow@illinois.gov

CHIEF PROCUREMENT OFFICER

Official Signature [Signature]

Printed Name Kyle D. Leonard

Title State Purchasing Officer

Date 5-10-12

Address 20 W. Jefferson, Springfield, IL 62706

Designee Signature _____

Printed Name _____

Title _____

Date _____

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PCN# 0657

Product Title Stream Equipment

Contract # CM0204357A

Procurement Method IFB IFB Small and IFB

IFB Ref # 22022481

IFB Publication Date: 11/10/2011

Avant Code: A

Subcontractor Utilization ☐ Yes ☐ No

Subcontractor Disclosure ☐ Yes ☐ No

Funding Source _____

Objection # _____

CFO 33 - General Counsel Approval:

Signature _____

Printed Name _____

Date _____

Revision 12/14/2010

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1. **TERM AND TERMINATION**

1.1 TERM OF THIS CONTRACT: This contract has an initial term of two years. The term shall commence upon the last dated signature of the Parties.

Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2 RENEWAL: Subject to the maximum total term as identified above, the State has the option to renew for the following term(s): for three one year terms.

Pricing for the renewal term(s), or the formula for determining price is shown in the pricing section of this contract.

Any renewal is subject to the same terms and conditions as the original contract except as stated below in this subsection. The State may renew this contract for any or all of the option periods specified; may exercise any of the renewal options early and may exercise more than one option at a time based on continuing need and favorable market conditions when in the best interest of the State. The contract may not renew automatically nor may the contract renew solely at the Vendor's option.

1.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: Establish a Statewide indefinite quantity master contract/s for the purchase of Starcom21 compatible subscriber radio equipment (P-25) and associated installation, extended warranty, parts, and accessories for state agencies, elected officials, boards and commissions utilizing the Starcom21 network. CMS intends that all State and other governmental units (including not-for-profit entities) authorized by law to participate in the Joint Purchasing Program may utilize contract.

2.2 SUPPLIES AND/OR SERVICES REQUIRED: Vendor to provide radio equipment, installation, warranty, parts and accessories identified in Section 3.2 as ordered from State on an approved ordering document (e.g. Basic Ordering Agreement). The State shall have no minimum purchase obligation or minimum order requirement under this contract.

All radios must be FCC Type Accepted.

All radios must be certified as P25 compliant by an accredited independent laboratory.

All radios must be PC programmable and provide security measures which prohibit unauthorized duplication and/or alteration of the radio's programming.

All radios shall include a transmitter time out timer that is adjustable from 30 seconds to 3 minutes.

All radios must meet Military Standards 810 C, D, E, F.

All radios must have a front or top mounted LCD display which displays channel nomenclature, battery status, etc.

All radios must have sufficient channel capacity to facilitate, at a minimum, programming the alternate (abbreviated) ITTF Interoperable Template in addition to the customers operating zones and talk groups in accordance with the state's TICP (Tactical Interoperable Communications Plan and SCIP (Statewide Communications Interoperable Plan)).

Programming: All radio equipment purchased under this contract shall include all technical support required to program and activate the radio(s) on the system and any training required to instruct end users in the proper operation of subscriber equipment. This shall include, but not be limited to, template and code plus development, radio programming, and any follow up technical support required, including but not limited to, interacting with the Starcom21 Network Manager, to activate and make all radios purchased from the contract fully operational on the Starcom21 Network.

Installation: All mobile radios are available with or without installation and are identified as separate line items. All equipment purchased with installation shall be installed at the agency designated location, anywhere within the geographical confines of the State of Illinois. All expenses including service charges, materials, labor, and/or travel associated with the installation of said equipment shall be at the vendor's expense. All installation work shall be subject to inspection and acceptance by the customer before invoicing is approved. Proper installation according to the customer's instructions and commonly accepted installation practices, including neatness of appearance and performance to manufacturer's specifications, must all be met before acceptance will be given.

Repairs: All repairs shall be made with genuine factory replacement parts. Vendor (and its subcontractors) shall affect repairs so as to restore defective equipment to its original condition within the manufacturer's published specifications. Vendor may not modify any equipment from its original condition except at the request of, or with the approval of, the customer.

Manuals: Each piece of equipment purchased from this contract shall be shipped with an operator's manual.

Measurements: All measurements required by any provisions of this contract shall be performed according to current EIA (Electronic Information Administration) standards.

2.3 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the State has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ _____

2.4 **VENDOR / STAFF SPECIFICATIONS:**

2.4.1 Only FCC licensed technicians or those possessing equivalent certification from PCIA (Personal Communications Industry Association) (formerly NABER) or another certifying body approved by the Illinois State Police Multi-Agency Communications Services Section (ISP- MACSS), shall perform installation and/or warranty repairs under this contract. Copies of such licenses/certifications shall be provided to the state upon request. The state reserves the right to require the vendor and/or its subcontractors to remove from the job any service personnel the state deems careless, incompetent, insubordinate, or otherwise objectionable. The use of subcontractors by the Vendor shall be permitted with the approval of

ISP-MACSS. Vendor shall submit a list of proposed subcontractors throughout the contract term to ISP-MACSS for approval. Approval of subcontractors shall in no way relieve Vendor from responsibility for any requirements of this contract.

2.4.2 Vendor shall be sufficiently staffed and strategically located so as to maintain all equipment on a statewide basis.

2.4.3 A minimum of fourteen (14) service centers are required. These service centers shall be located such that travel times to a reported failure shall not exceed 90 minutes under normal weather and traffic conditions. Service centers shall be located in or reasonably close to (within 90 minutes of) the following locations:

Rockford
Chicago (at least two (2) service centers)
Rock Island
Ottawa
Kankakee
Peoria
Quincy
Springfield
Champaign
Effingham
East Saint Louis
Mount Vernon
Marion

2.4.4. Mobile equipment shall be maintained Monday through Friday during normal business hours. Vendor shall respond to the site of the mobile equipment within one business day of notification. Vendor shall make every attempt possible to repair the equipment on-site and restore the equipment to full operating specifications. If repairs cannot be made on-site, vendor shall obtain the customers approval before removing any equipment for further repair. In any event, mobile equipment shall be repaired and returned to full operating specifications within 4 business days of original notification.

2.4.5. Vendor shall maintain an inventory of repair/replacement parts at each warranty service center sufficient to affect repairs as outlined herein. The vendor shall furnish and maintain in proper working order, all necessary tools, measuring devices, electronic test equipment, service vehicles, etc., as required to perform warranty repairs as outlined herein.

2.5 ASSIGNMENT AND SUBCONTRACTING:

2.5.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.

2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? ☒ Yes ☐ No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

Subcontractor Name	Barbeck Communication Group Inc.	Amount to be paid	Under \$25,000
Address	645 S. Franklin P.O. Box 198 Decatur IL 62525	Description of work	Programming

Subcontractor Name	Barbeck Communication Group Inc.	Amount to be paid	Under \$25,000
Address	3109 E Tatman Ct. Suite 104 Urbana IL 61802	Description of work	Programming

Subcontractor Name	Barbeck Communication Group Inc.	Amount to be paid	Under \$25,000
Address	Southgate Drive Tilton IL 61833	Description of work	Programming

Subcontractor Name	Barbeck Communication Group Inc.	Amount to be paid	Under \$25,000
Address	761 Main St. NW Bourbonnais IL 60944	Description of work	Programming

Subcontractor Name	Chicago Communications LLC	Amount to be paid	Under \$25,000
Address	200 Spangler Avenue Elmhurst IL 60125	Description of work	Programming

Subcontractor Name	Comelec East Inc.	Amount to be paid	Under \$25,000
Address	3410 Lonegran Drive Rockford IL 61109	Description of work	Programming

Subcontractor Name	Dixon Ottawa Comm. Inc.	Amount to be paid	Under \$25,000
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Address _____	1139 Franklin Grove Rd Dixon IL 61021	Description of work _____	Programming
Subcontractor Name _____	Dixon Ottawa Comm. Inc.	Amount to be paid _____	Under \$25,000
Address _____	1420 Canal St Ottawa IL 61350	Description of work _____	Programming
Subcontractor Name _____	Miner Electronics Corp.	Amount to be paid _____	Under \$25,000
Address _____	2313 OakLeaf St Unit B Joliet IL 60434	Description of work _____	Programming
Subcontractor Name _____	Roy Walker Communications	Amount to be paid _____	Under \$25,000
Address _____	1322 George Mt Vernon IL 62864	Description of work _____	Programming
Subcontractor Name _____	Roy Walker Communications	Amount to be paid _____	Under \$25,000
Address _____	441 Church Camp Road Makanda IL 62958	Description of work _____	Programming
Subcontractor Name _____	Roy Walker Communications	Amount to be paid _____	Under \$25,000
Address _____	1703 West Wernsing St/PO Box 55 Effingham IL 62401	Description of work _____	Programming
Subcontractor Name _____	Supreme Radio Comm	Amount to be paid _____	Under \$25,000
Address _____	1200 -B W. Jackson Macomb IL 61455	Description of work _____	Programming
Subcontractor Name _____	Supreme Radio Comm	Amount to be paid _____	Under \$25,000
Address _____	4017 N. Prospect Road Peoria Heights IL 61616	Description of work _____	Programming
Subcontractor Name _____	Supreme Radio Comm	Amount to be paid _____	Under \$25,000
Address _____	290 N Prairie Galesburg IL 61401	Description of work _____	Programming
Subcontractor Name _____	Supreme Radio Comm	Amount to be paid _____	Under \$25,000
Address _____	1628 Commerce Pkwy Suite A Bloomington IL	Description of work _____	Programming
Subcontractor Name _____	WirelessUSA	Amount to be paid _____	Under \$25,000
Address _____	5415 Horseshoe Lake Rd Collinsville IL 62234	Description of work _____	Programming
Subcontractor Name _____	WirelessUSA	Amount to be paid _____	Under \$25,000
Address _____	3115 Dotmar Drive Springfield IL 62703	Description of work _____	Programming
Subcontractor Name _____	WirelessUSA	Amount to be paid _____	Under \$25,000
Address _____	2517 E Schneidman Drive Quincy IL 62305	Description of work _____	Programming

2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

2.5.5 All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

2.6 TRANSPORTATION AND DELIVERY: Shipping costs are included in the unit price of the equipment. Each carton shipped shall have the appropriate agency name and address printed on the shipping label on the outside of the box. In addition, the shipping label shall include the contract release order number and the model and serial number of the equipment enclosed. Inside the box, Vendor shall enclose a copy of the frequency (and other) information programmed into the radio at the factory.

2.7 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed _____
 Value of services performed at this location _____

Location where services will be performed _____
 Value of services performed at this location _____

2.8 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

2.9.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State and agreed to by the vendor or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) Motorola warrants that the supplies furnished under this contract will conform to Vendor's published specifications as public safety radio communications equipment. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

2.9.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.9.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

2.9.4 Warranty shall include all parts, labor, travel and other expenses associated with maintaining and or repairing said equipment at the customer's locations, anywhere within the geographical confines of the State of Illinois. The two year warranty shall apply to the radio equipment and all accessories, including but not limited to chargers, speakers, microphones, antennas etc.

2.9.5 Rechargeable batteries shall be covered by the standard manufacturer's warranty.

2.9.6 Vendor is not responsible for any failures resulting from misuse, negligence, physical damage, and other act's beyond the vendor's control.

2.9.7 Vendor shall be responsible if improper installation, misuse, negligence, physical damage, etc., results from the actions of the vendor or its subcontractors. Vendor may be required to take the equipment back and refund the purchase price of the equipment and without adjustment for the use, for failure to perform installation, maintenance, and repairs.

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.10.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

2.10.2 By August 31 of each year, Vendor may report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

3. PRICING

3.1 **METHOD AND RATE OF COMPENSATION:** The State will compensate Vendor for the initial term as follows:

- ☐ Hourly _____
☐ Monthly _____
☐ Annually _____
☐ Project _____
☒ Item (show unit of measure and rate) See table below

3.2 **TYPE OF PRICING:** Pricing under this contract is

- ☒ Firm _____
☐ Estimated _____

Line Item/ Group #	Equipment Detail	Product Brand & Model Number	MSRP (Unit Price)	Percentage Discount off MSRP	Total Price
M9/2 Primary	Dual Band 700/800 MHz Portable, Mid-Tier, Minimum of 96 Modes/6 Zones, Analog and P25 Digital Trunking (On-Site pick-up for warranty repair)	H66UCD9PW5BN XTS1500 Model 1.5 7/800 MHz	\$2,146.30*	35%	\$1,441.00

M24/2 Primary	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years	Q887AT	\$178	0%	\$178
M9/2 Primary	Dual Band 700/800 MHz Portable, Mid-Tier, Minimum of 96 Modes/6 Zones, Analog and P25 Digital Trunking (No On-Site pick-up - mail to depot)	H66UCD9PW5BN XTS1500 Model 1.5 7/800 MHz	\$2,106.30*	35%	\$1,401.00
M24/2 Primary	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years	Q887AT	\$118	0%	\$118
M9/2 Secondary	Dual Band 700/800 MHz Portable, Mid-Tier, Minimum of 96 Modes/6 Zones, Analog and P25 Digital Trunking (On-Site pick-up for warranty repair)	H46UCD9PW5BN XTS2500 Model 1.5 7/800 MHz	\$3,091.30*	35%	\$2,055.30
M24/2 Secondary	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years	Q887AT	\$178	0%	\$178
M9/2 Secondary	Dual Band 700/800 MHz Portable, Mid-Tier, Minimum of 96 Modes/6 Zones, Analog and P25 Digital Trunking (No On-Site pick-up - mail to depot)	H46UCD9PW5BN XTS2500 Model 1.5 7/800 MHz	\$3,051.30*	35%	\$2,015.30
M24/2 Secondary	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years	Q887AT	\$118	0%	\$118
	Catalog Discount for all Options, Parts and accessories for Group 2 (Primary and Secondary)			35%	
M9/2 Third	Dual Band 700/800 MHz Portable, Mid-Tier, Minimum of 96 Modes/6 Zones, Analog and P25 Digital Trunking (On-Site pick-up for warranty repair)	H98UCD9PW5N APX6000 Lite Model 1 7/800 MHz	\$3,916.30*	25%	\$2,970.05
M24/2 Third	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$178	0%	\$178
M9/2 Third	Dual Band 700/800 MHz Portable, Mid-Tier, Minimum of 96 Modes/6 Zones, Analog and P25 Digital Trunking (No On-Site pick-up - mail to depot)	H98UCD9PW5N APX6000 Lite Model 1 7/800 MHz	.* \$3,876.30*	25%	\$ \$2,930.05
M24/2 Third	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$118	0%	\$118
	Catalog Discount for all Options, Parts and accessories for Group 2 (Third)			25%	
M10/3 Primary	Dual Band 700/800 MHz Portable, High-Tier, Minimum of 1000 Modes/48 Zones, Analog and P25 Digital Trunking (On-Site pick-up for warranty repair)	H18UCF9PW6N XTS5000 Model II 7/800 MHz	\$4,950.30*	35%	\$3,263.65
M24/3 Primary	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$178.00	0%	\$178.00
M10/3 Primary	Dual Band 700/800 MHz Portable, High-Tier, Minimum of 1000 Modes/48 Zones, Analog and P25 Digital Trunking (No On-Site pick-up - mail to depot)	H18UCF9PW6N XTS5000 Model II 7/800 MHz	\$4,910.30*	35%	\$3,223.65
M24/3 Primary	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$118.00	0%	\$118.00

	Catalog Discount for all Options, Parts and accessories for Group 3 (Primary)			35%	
M10/3 Secondary	Dual Band 700/800 MHz Portable, High-Tier, Minimum of 1000 Modes/48 Zones, Analog and P25 Digital Trunking (On-Site pick-up for warranty repair)	H98UCF9PW6N APX6000 Model 2.5 7/800 MHz	\$4,661.30*	25%	\$3,678.80
M24/3 Secondary	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$178.00	0%	\$178.00
M10/3 Secondary	Dual Band 700/800 MHz Portable, High-Tier, Minimum of 1000 Modes/48 Zones, Analog and P25 Digital Trunking (No On-Site pick-up - mail to depot)	H98UCF9PW6N APX6000 Model 2.5 7/800 MHz	\$4,621.30*	25%	\$3,638.80
M24/3 Secondary	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$118.00	0%	\$118.00
M10/3 Third	Dual Band 700/800 MHz Portable, High-Tier, Minimum of 1000 Modes/48 Zones, Analog and P25 Digital Trunking (On-Site pick-up for warranty repair)	H98UCF9PW6N APX6000XE Model II 7/800 MHz	\$5,414.00*	25%	\$4,231.50
M24/3 Third	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$178.00	0%	\$178.00
M10/3 Third	Dual Band 700/800 MHz Portable, High-Tier, Minimum of 1000 Modes/48 Zones, Analog and P25 Digital Trunking (No On-Site pick-up - mail to depot)	H98UCF9PW6N APX6000XE Model II 7/800 MHz	\$5,374.00*	25%	\$4,191.50
M24/3 Third	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$118.00	0%	\$118.00
	Catalog Discount for all Options, Parts and accessories for Group 3 (Secondary and Third)			25%	
M13/6	Dual Band 700/800 MHz Mobile, Basic, Dash Mount, Minimum of 48 Modes/3 Zones, Analog and P25 Digital Trunking (On-Site pick-up for warranty repair)	M28URS9PW1N XTL1500 Dash Mount 7/800 MHz	\$2,479.30*	35%	\$1,624.50
M24/6	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$178.00	0%	\$178.00
M25/6	Installation cost per unit		\$274.32	0%	\$274.32
M13/6	Dual Band 700/800 MHz Mobile, Basic, Dash Mount, Minimum of 48 Modes/3 Zones, Analog and P25 Digital Trunking (No On-Site pick-up - mail to depot)	M28URS9PW1N XTL1500 Dash Mount 7/800 MHz	\$2,439.30*	35%	\$1,584.50
M24/6	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$118.00	0%	\$118.00
M25/6	Installation cost per unit		\$274.32	0%	\$274.32
	Catalog Discount for all Options, Parts and accessories for Group 6			35%	

M14/7	Dual Band 700/800 MHz Mobile, Mid-Tier, Dash Mount/Remote Mount, Minimum of 870 Modes/16 Zones, Analog and P25 Digital Trunking (On-Site pick-up for warranty repair)	M21URM9PW1N XTL2500 Dash Mount 7/800 MHz	\$4,025.30*	35%	\$2,629.40
M24/7	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$242.00	0%	\$242.00
M25/7	Installation cost per unit		\$274.32	0%	\$274.32
M14/7	Dual Band 700/800 MHz Mobile, Mid-Tier, Dash Mount/Remote Mount, Minimum of 870 Modes/16 Zones, Analog and P25 Digital Trunking (No On-Site pick-up - mail to depot)	M21URM9PW1N XTL2500 Dash Mount 7/800 MHz	\$3,985.30*	35%	\$2,589.40
M24/7	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$182.00	0%	\$182.00
M25/7	Installation cost per unit		\$274.32	0%	\$274.32
	Catalog Discount for all Options, Parts and accessories for all Group 7			35%	
M15/8 Primary	Dual Band 700/800 MHz Mobile, High Tier, Remote Mount, Minimum of 1000 Modes/48 Zones, Analog and P25 Digital Trunking (On-Site pick-up for warranty repair)	M20URS9PW1N XTL5000 Remote Mount 7/800 MHz	\$5,381.30*	35%	\$3,550.80
M24/8 Primary	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$242.00	0%	\$242.00
M25/8 Primary	Installation cost per unit		\$374.32	0%	\$374.32
M15/8 Primary	Dual Band 700/800 MHz Mobile, High Tier, Remote Mount, Minimum of 1000 Modes/48 Zones, Analog and P25 Digital Trunking (No On-Site pick-up - mail to depot)	M20URS9PW1N XTL5000 Remote Mount 7/800 MHz	\$5,341.30*	35%	\$3,510.80
M24/8 Primary	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$182.00	0%	\$182.00
M25/8 Primary	Installation cost per unit		\$374.32	0%	\$374.32
M15/8 Secondary	Dual Band 700/800 MHz Mobile, High Tier, Remote Mount, Minimum of 1000 Modes/48 Zones, Analog and P25 Digital Trunking (On-Site pick-up for warranty repair)	M25URS9PW1N APX6500 Remote Mount 7/800 MHz	\$5,169.30*	25%	\$3,764.80
M24/8 Secondary	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$242.00	0%	\$242.00
M25/8 Secondary	Installation cost per unit		\$374.32	0%	\$374.32
M15/8 Secondary	Dual Band 700/800 MHz Mobile, High Tier, Remote Mount, Minimum of 1000 Modes/48 Zones, Analog and P25 Digital Trunking (No On-Site pick-up - mail to depot)	M25URS9PW1N APX6500 Remote Mount 7/800 MHz	\$4,929.30*	25%	\$3,874.80

M24/8 Secondary	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$182.00	0%	\$182.00
M25/8 Secondary	Installation cost per unit		\$374.32	0%	\$374.32
	Catalog Discount for all Options, Parts and accessories for Group 8			25%	
M16/9	Multi Band VHF/700/800 MHz Mobile, High-Tier, Remote Mount, Minimum of 1250 Modes/48 Zones, Analog and P25 Digital Trunking (On-Site pick-up for warranty repair)	M30TSS9PW1N APX7500 Remote Mount VHF/7/800 MHz	\$6,736.30*	25%	\$5,054.80
M24/9	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$296.00	0%	\$296.00
M25/9	Installation cost per unit		\$374.32	0%	\$374.32
M16/9	Multi Band VHF/700/800 MHz Mobile, High-Tier, Remote Mount, Minimum of 1250 Modes/48 Zones, Analog and P25 Digital Trunking (No On-Site pick-up - mail to depot)	M30TSS9PW1N APX7500 Remote Mount VHF/7/800 MHz	\$6,696.30*	25%	\$5,014.80
M24/9	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$236.00	0%	\$236.00
M25/9	Installation cost per unit		\$374.32	0%	\$374.32
	Catalog Discount for all Options, Parts and accessories for Group 9			25%	
M17/10	Multi Band UHF/700/800 MHz Mobile, High-Tier, Remote Mount, Minimum of 1250 Modes/48 Zones, Analog and P25 Digital Trunking (On-Site pick-up for warranty repair)	M30TSS9PW1N APX7500 Remote Mount UHF/7/800 MHz	\$6,731.30*	25%	\$5,091.05
M24/10	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$296.00	0%	\$296.00
M25/10	Installation cost per unit		\$374.32	0%	\$374.32
M17/10	Multi Band UHF/700/800 MHz Mobile, High-Tier, Remote Mount, Minimum of 1250 Modes/48 Zones, Analog and P25 Digital Trunking (No On-Site pick-up - mail to depot)	M30TSS9PW1N APX7500 Remote Mount UHF/7/800 MHz	\$6,691.30*	25%	\$5,051.05
M24/10	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$236.00	0%	\$236.00
M25/10	Installation cost per unit		\$374.32	0%	\$374.32
	Catalog Discount for all Options, Parts and accessories for Group 10			25%	

M19/12	700 MHz Vehicular Repeater, Remote Mount, Single Channel, Analog and P25 Digital, including installation (On-Site pick-up for warranty repair)	TT2038	\$12,513.38*	15%	\$10,714.88
M24/12	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$275.00	0%	\$275.00
M19/12	700 MHz Vehicular Repeater, Remote Mount, Single Channel, Analog and P25 Digital, including installation (No On-Site pick-up - mail to depot)	TT2038	\$12,334.60*	15%	\$10,536.10
M24/12	Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years		\$215.00	0%	\$215.00
	Catalog Discount for all Options, Parts and accessories for Group 12			15%	

*Price includes programming services and extended warranty required for each radio. See attached spreadsheet for detailed breakdown of cost.

3.3 RENEWAL COMPENSATION: If this contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

3.4 EXPENSES: Any expenses that Vendor may charge are shown in this section. The State will not compensate Vendor for expenses related to travel, lodging or meal.

3.5 DISCOUNT: N/A _____ % discount for payment within _____ days of receipt of invoice

3.6 TAX: Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING: Vendor shall invoice upon delivery of each individual order.

Send invoices to the "Bill To" information on the State Basic Order Agreement (BOA) or purchase order sent by the purchasing agency.

3.8 PAYMENT TERMS AND CONDITIONS:

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

3.8.3 The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

3.8.4 As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/agency/icol/index.htm> to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

Part	NAME/DESCRIPTION	DESCRIPTION	UNIT LIST (DUP)	EXT. LIST (DUP)	Discount	Net Total w/Discount
1	H66UCD9PW5BN	ASTRO DIGITAL XTS1500 MODEL 1.5 764-870MHZ 1-3W 48 CHANNEL BASE PORTABLE	\$ 750.00	\$ 750.00	35%	\$ 487.50
1	Q574BJ	ENH: TRUNKING 9600 BAUD	\$ 930.00	\$ 930.00	35%	\$ 604.50
1	Q884	ENH: 1 YEAR REPAIR SERVICE ADVANTAGE (in addition to the 1-Year standard warranty)	\$ 44.00	\$ 44.00	0%	\$ 44.00
1	NTN9853C	IMPRESS NIMH 2100 MAH, 7.5V BATTERY	\$ 110.00	\$ 110.00	35%	\$ 71.50
1	WPLN4111 R	IMPRES CHARGER	\$ 165.00	\$ 165.00	35%	\$ 107.25
1	INNTN4115	LEATHER CASE WHICH ACTIVITY 3.0" SWIVEL BELT LOOP	\$ 60.00	\$ 60.00	35%	\$ 39.00
1	N/A	M-8 Programming, template and code plug development, tech support, interaction with STARCOM, and activation	\$ 47.30	\$ 47.30	0%	\$ 47.30
1	Q877AT	On-Site Pick-Up During Warranty (Years 1 & 2)	\$ 40.00	\$ 40.00	0%	\$ 40.00
1	Q877AT	M-9 Primary Package Subtotal:	\$ 2,146.30	\$ 2,146.30		\$ 1,441.05
1	Q877AT	Extended Warranty for M-8 Package (Add 3 years to package, 5 Years Total Warranty)	\$ 118.00	\$ 118.00	0%	\$ 118.00
1	Q877AT	On-Site Pick-Up During Extended Warranty (Years 3, 4 & 5)	\$ 60.00	\$ 60.00	0%	\$ 60.00
1	Q877AT	Catalog Discount for all options, Parts, and Accessories (\$500 for evaluation purposes only)			35%	\$ -
1	Q877AT	M-9 Package Total:	\$ 2,324.30	\$ 2,324.30		\$ 1,619.05
205	1 H46UCD9PW5BN	M-9 Secondary XTS-2500 Model 1.5 764-870MHZ				
205	1 Q574	XTS2500 762-870MHZ/1-3W/96 CHANNELS/NO KEY PAD / MODEL 1.5	\$ 950.00	\$ 950.00	35%	\$ 617.50
185	1 Q884	ENH: SOFTWARE TRUNKING 9600 BAUD	\$ 1,675.00	\$ 1,675.00	35%	\$ 1,088.75
453	1 NTN9853C	ENH: 1 YEAR REPAIR SERVICE ADVANTAGE (in addition to the 1-Year standard warranty)	\$ 44.00	\$ 44.00	0%	\$ 44.00
478	1 NTN1873	IMPRESS NIMH 2100 MAH, 7.5V BATTERY	\$ 110.00	\$ 110.00	35%	\$ 71.50
271	1 INNTN4115	CHARGER, IMPRES RAPID RATE, 110V US PLUG	\$ 165.00	\$ 165.00	35%	\$ 107.25
127	1 N/A	LEATHER CASE WHICH ACTIVITY 3.0" SWIVEL BELT LOOP	\$ 60.00	\$ 60.00	35%	\$ 39.00
1	H86AQ	M-9 Programming, template and code plug development, tech support, interaction with STARCOM, and activation	\$ 47.30	\$ 47.30	0%	\$ 47.30
1	H86AQ	On-Site Pick-Up During Warranty (Years 1 & 2)	\$ 40.00	\$ 40.00	0%	\$ 40.00
1	H86AQ	M-9 Package Subtotal:	\$ 2,091.30	\$ 2,091.30		\$ 1,425.00
1	H86AQ	Extended Warranty for M-9 Package (Add 3 years to package, 5 Years Total Warranty)	\$ 118.00	\$ 118.00	0%	\$ 118.00
1	H86AQ	On-Site Pick-Up During Extended Warranty (Years 3, 4 & 5)	\$ 60.00	\$ 60.00	0%	\$ 60.00
1	H86AQ	Catalog Discount for all options, Parts, and Accessories (\$500 for evaluation purposes only)			35%	\$ -
1	H86AQ	M-9 Package Total:	\$ 2,269.30	\$ 2,269.30		\$ 1,643.00
755	1 H98UCD9PW5 N	M-9 Third-APX 6000 Model 1				
755	1 Q802796	APX6000 7800 MHZ MODEL 1 PORTABLE	\$ 1,900.00	\$ 1,900.00	25%	\$ 1,425.00
755	1 Q802796	ENH: DIGITAL 9600 TRUNKING ONLY	\$ 1,570.00	\$ 1,570.00	25%	\$ 1,177.50
185	1 Q884	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$ 5.00	25%	\$ 3.75
795	1 PMNN4403	ENH: 1 YEAR REPAIR SERVICE ADVANTAGE (in addition to the 1-Year standard warranty)	\$ 44.00	\$ 44.00	0%	\$ 44.00
795	1 PMNN4403	BATTERY FINISHED GOOD BATT IMP STD IP67 LIION2150M2200T	\$ 125.00	\$ 125.00	25%	\$ 93.75
795	1 PMNN4403	IMPRES CG SU MACKINAW BASE UNIT	\$ 120.00	\$ 120.00	25%	\$ 90.00
795	1 PMLN5657A	APX 6000 Leather Carry Case with 2.75" swivel belt loop	\$ 65.00	\$ 65.00	25%	\$ 48.75
127	1 N/A	M-9 Alternative Programming, template and code plug development, tech support, interaction with STARCOM, and activation	\$ 47.30	\$ 47.30	0%	\$ 47.30
1	N/A	On-Site Pick-Up During Warranty (Years 1 & 2)	\$ 40.00	\$ 40.00	0%	\$ 40.00
1	N/A	M-9 Package Subtotal:	\$ 3,916.30	\$ 3,916.30		\$ 2,970.05
1	N/A	Extended Warranty for M-9 Package (Add 3 years to package, 5 Years Total Warranty)	\$ 118.00	\$ 118.00	0%	\$ 118.00
1	N/A	On-Site Pick-Up During Extended Warranty (Years 3, 4 & 5)	\$ 60.00	\$ 60.00	0%	\$ 60.00
1	N/A	Catalog Discount for all options, Parts, and Accessories (\$500 for evaluation purposes only)			25%	\$ -
1	N/A	M-9 Package Total:	\$ 4,054.30	\$ 4,054.30		\$ 3,148.05
721	1 H18UCF9PW6 N	M-9 Primary XTS-2500 Model 1.5 764-870MHZ				
721	1 Q806	PORTABLE XTS5000 MODEL II 3X2 KEYPAD DISPLAY 1000 CHANNELS 784-870MHZ	\$ 2,158.00	\$ 2,158.00	35%	\$ 1,402.70
721	1 Q8361	ADD: SOFTWARE ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 515.00	35%	\$ 334.75
721	1 H38	ENH: PROJECT 25 9600 BAUD TRUNKING SOFTWARE	\$ 300.00	\$ 300.00	35%	\$ 195.00
185	1 Q884	ADD: SMARTZONE SYSTEM SOFTWARE	\$ 1,500.00	\$ 1,500.00	35%	\$ 975.00
453	1 INNTN4435B	ENH: 1 YEAR REPAIR SERVICE ADVANTAGE (in addition to the 1-Year standard warranty)	\$ 44.00	\$ 44.00	0%	\$ 44.00
453	1 INNTN4435B	IMPRES NIMH 1800 MAH BATT	\$ 121.00	\$ 121.00	35%	\$ 78.65

476	1	INTN1873	CHARGER, IMPRES RAPID RATE, 110V US PLUG	\$	165.00	\$	165.00	35%	\$	107.25
476	1	INTN8386	HIGH-ACTIVITY SWIVEL LEATHER CASE	\$	60.00	\$	60.00	35%	\$	39.00
127	1	N/A	M-10 Programming, template and code plug development, tech support, interaction with STARCOM, and active	\$	47.30	\$	47.30	0%	\$	47.30
			On-Site Pick-Up During Warranty (Years 1 & 2)	\$	40.00	\$	40.00	0%	\$	40.00
			M-10 Third Package Sub Total:	\$	40.00	\$	40.00	0%	\$	40.00
			M-10 Package Total:	\$	40.00	\$	40.00	0%	\$	40.00
1	1		Extended Warranty for M-10 Package (Add 3 years to package, 5 Years Total Warranty)	\$	118.00	\$	118.00	0%	\$	118.00
1	1		On-Site Pick-Up During Extended Warranty (Years 3, 4 & 5)	\$	60.00	\$	60.00	0%	\$	60.00
1	1		Catalog Discount for all options, Parts, and Accessories (\$500 for evaluation purposes only)	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Package Total:	\$	60.00	\$	60.00	0%	\$	60.00
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			M-10 Package Total:	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Third Package Sub Total:	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Package Total:	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Third Package Sub Total:	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Package Total:	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Third Package Sub Total:	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Package Total:	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Third Package Sub Total:	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Package Total:	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Third Package Sub Total:	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Package Total:	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Third Package Sub Total:	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Package Total:	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Third Package Sub Total:	\$	60.00	\$	60.00	0%	\$	60.00
			M-10 Package Total:	\$	60.00	\$	60.00			

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656	1	G444	ADD: CONTROL HEAD SOFTWARE	\$	-	\$	-	25%	\$	-
656	1	W484	ALT: ANT 3DB GAIN 762-870MHZ	\$	38.00	\$	38.00	25%	\$	28.50
656	1	B18	ADD: AUXILIARY SPKR 7.5 WATT	\$	60.00	\$	60.00	25%	\$	45.00
656	1	W22	ADD: PALM MICROPHONE	\$	72.00	\$	72.00	25%	\$	54.00
655	1	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$	5.00	\$	5.00	25%	\$	3.75
656	1	QA01771	ENH: ENHANCEMENT LEVEL 2	\$	200.00	\$	200.00	25%	\$	150.00
185	1	G400	ENH: 1 YEAR REPAIR SERVICE ADVANTAGE (in addition to the 1-Year standard warranty)	\$	64.00	\$	64.00	0%	\$	64.00
127	1	N/A	M-15 Alternative Programming, template and code plug development, tech support, interaction with STARCOM	\$	47.30	\$	47.30	0%	\$	47.30
			On-Site Pick-Up During Warranty (Years 1 & 2)	\$	40.00	\$	40.00	0%	\$	40.00
		N/A	M-15 Secondary Package Subtotal:	\$	5,169.30	\$	5,169.30		\$	3,764.30
1			M-15 Alternative Remote Mount Mobile Radio Installation	\$	374.32	\$	374.32	0%	\$	374.32
1			Extended Warranty for M-15 Package (Add 3 years to package, 5 Years Total Warranty)	\$	182.00	\$	182.00	0%	\$	182.00
1			On-Site Pick-Up During Extended Warranty (Years 3, 4 & 5)	\$	60.00	\$	60.00	0%	\$	60.00
1			Catalog Discount for all options, Parts, and Accessories (\$500 for evaluation purposes only)	\$		\$		25%	\$	386.12
			M-15 Secondary Package Total:	\$	5,785.62	\$			\$	
656	1	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER	\$	2,272.00	\$	2,272.00	25%	\$	1,704.00
656	1	GA00306	ADD: VHF MP PRIMARY BAND	\$		\$		25%	\$	
656	1	GA00225	ADD: 7800MHZ SECONDARY BAND	\$	400.00	\$	400.00	25%	\$	300.00
656	1	GA00579	ADD: ENABLE DUAL BAND OPERATION	\$	600.00	\$	600.00	25%	\$	450.00
656	1	G806	ENH: ASTRO DIGITAL CAI OP APX	\$	515.00	\$	515.00	25%	\$	386.25
656	1	G51	ENH: SMARTZONE OPERATION APX	\$	1,500.00	\$	1,500.00	25%	\$	1,125.00
656	1	G361	ADD: P25 TRUNKING SOFTWARE	\$	300.00	\$	300.00	25%	\$	225.00
656	1	G87	ADD: REMOTE MOUNT MID POWER	\$	297.00	\$	297.00	25%	\$	222.75
656	1	G442	ADD: APX OS CONTROL HEAD	\$	432.00	\$	432.00	25%	\$	324.00
656	1	G444	ADD: CONTROL HEAD SOFTWARE	\$		\$		25%	\$	
656	1	W484	ALT: ANT 3DB GAIN 762-870MHZ	\$	38.00	\$	38.00	25%	\$	28.50
656	1	G792	ADD:VHF ANT WIDEBAND 136-174 MHZ	\$	75.00	\$	75.00	25%	\$	56.25
656	1	W22	ADD: PALM MICROPHONE	\$	72.00	\$	72.00	25%	\$	54.00
656	1	B18	ADD: AUXILIARY SPKR 7.5 WATT	\$	60.00	\$	60.00	25%	\$	45.00
655	1	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$	5.00	\$	5.00	25%	\$	3.75
185	1	G77	ENH: 1 YR REPAIR SERVICE ADVANTAGE (in addition to the 1-Year standard warranty)	\$	83.00	\$	83.00	0%	\$	83.00
127	1	N/A	M-16 Programming, template and code plug development, tech support, interaction with STARCOM, and activ	\$	47.30	\$	47.30	0%	\$	47.30
			On-Site Pick-Up During Warranty (Years 1 & 2)	\$	40.00	\$	40.00	0%	\$	40.00
		N/A	M-16 Package Subtotal:	\$	6,736.30	\$	6,736.30		\$	5,052.30
1			M-16 Remote Mount Mobile Radio Installation	\$	374.32	\$	374.32	0%	\$	374.32
185	1	GA00318	On-Site Pick-Up During Extended Warranty (Years 3, 4 & 5)	\$	236.00	\$	236.00	0%	\$	236.00
1			Catalog Discount for all options, Parts, and Accessories (\$500 for evaluation purposes only)	\$	60.00	\$	60.00	0%	\$	60.00
			M-16 Package Total:	\$	7,446.62	\$		25%	\$	5,552.32
656	1	M30TSS9PW1 N	APX500 DUAL BAND MID POWER	\$	2,272.00	\$	2,272.00	25%	\$	1,704.00
656	1	GA00345	ADD: UHF R2 MP PRIMARY BAND	\$		\$		25%	\$	
656	1	GA00225	ADD: 7800MHZ SECONDARY BAND	\$	400.00	\$	400.00	25%	\$	300.00
656	1	GA00579	ADD: ENABLE DUAL BAND OPERATION	\$	600.00	\$	600.00	25%	\$	450.00
656	1	G806	ENH: ASTRO DIGITAL CAI OP APX	\$	515.00	\$	515.00	25%	\$	386.25
656	1	G51	ENH: SMARTZONE OPERATION APX	\$	1,500.00	\$	1,500.00	25%	\$	1,125.00
656	1	G361	ADD: P25 TRUNKING SOFTWARE	\$	300.00	\$	300.00	25%	\$	225.00
656	1	G67	ADD: REMOTE MOUNT MID POWER	\$	297.00	\$	297.00	25%	\$	222.75
656	1	G442	ADD: APX OS CONTROL HEAD	\$	432.00	\$	432.00	25%	\$	324.00
656	1	G444	ADD: CONTROL HEAD SOFTWARE	\$		\$		25%	\$	
656	1	W484	ALT: ANT 3DB GAIN 762-870MHZ	\$	38.00	\$	38.00	25%	\$	28.50
656	1	G511	ADD: 2DB ANT WIDEBAND 450-520 MHZ	\$	70.00	\$	70.00	25%	\$	52.50
366	1	W22	ADD: PALM MICROPHONE	\$	72.00	\$	72.00	25%	\$	54.00
656	1	B18	ADD: AUXILIARY SPKR 7.5 WATT	\$	60.00	\$	60.00	25%	\$	45.00

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4. STANDARD BUSINESS TERMS AND CONDITIONS

- 4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60):** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.
- 4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. Unless otherwise required by law or a court order, Motorola will not disclose any confidential proprietary information such as employment records and cost data.
- 4.3 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 4.4 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.5 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.6 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Additionally, any information obtained or received by a Party from the disclosing Party that is protected or deemed confidential by law shall be considered Confidential Information under this contract regardless of whether the information is marked or identified as confidential or its equivalent. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.7 USE AND OWNERSHIP:** The work performed by Vendor shall not be deemed "work for hire." All intellectual property developed, originated, or prepared by Motorola in connection with providing to the State the equipment, software, or related services remain vested exclusively in Motorola, and this contract does not grant to the State any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to the State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's intellectual property. All Confidential Information provided by the State shall at all times be and remain the property of the State.
- 4.8 INDEMNIFICATION AND LIABILITY:** Motorola shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications; (b) any actual or alleged death or injury to any person, direct damage to any tangible property claimed to result in whole or in part from Vendor's negligent performance under the Contract; or (c) any willful misconduct or grossly negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents or (d) Subject to Section 6 (Infringement Claim Indemnification) of Attachment A, Supplemental Terms and Conditions. Neither Party shall be liable for incidental, special, consequential or punitive damages.

4.9 INSURANCE: Vendor shall, at all times during the contract term and any renewals, maintain and provide a Certificate of Insurance including the State as additional insured for all required bonds and insurance. Vendor shall immediately notify the State of any failure to maintain the insurance required by this provision. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.10 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.12 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract. In its use of the Equipment provided pursuant to this Contract, the State shall obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the equipment before the scheduled installation of the equipment. Although Motorola might assist the State in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of the State in FCC or other matters.

4.13 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents performing services on State owned, leased or controlled property. Vendor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and

State must provide notice and consent forms. Vendor's and subcontractors officers, employees or agents performing services on State owned, leased or controlled property not consenting to background checks shall be reassigned.

4.14 APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

4.16 CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

4.17 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.18 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.19 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.20 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

5. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

5.3 Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

5.4 Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

5.5 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.6 To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

5.7 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.9 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

5.10 Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

- 5.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- 5.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
- 5.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
- 5.14 Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- 5.15 Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 5.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
- 5.17 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 5.18 In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- 5.19 a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
- 5.20 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 5.21 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- 5.22 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 5.23 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 5.24 Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- 5.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- 5.26 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- 5.27 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa. (30 ILCS 587)

5.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: MOTOROLA SOLUTIONS, INC.

D/B/A (if used): N/A

Name of any Parent Organization: N/A

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. (All Vendors must complete this section)

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

- i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k ☒, 20f ☐, or 40f ☐.

OR

b. If Vendor is a privately held corporation with more than 400 shareholders

- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

- i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?
☐ Yes ☐ No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
☐ Yes ☐ No

5. If you responded yes to any of questions 1 - 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0% _____ >3.0 to 4.0% _____ %
>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain) _____

Name: _____

Address: _____

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here N/A.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☐

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☐

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☐

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☐

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☐

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

Section 2: Section 50-13 Conflicts of Interest (All Vendors must complete this section)

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☒ No Conflicts Of Interest

☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Motorola is a publicly traded corporation (NYSE "MSI") with billions of dollars in annual sales globally, employing tens of thousands of workers worldwide and having more than one hundred thousand shareholders. As is normal for such companies, Motorola and its subsidiaries have been a party to civil lawsuits from time to time. Those suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. Motorola does not maintain a detailed history of such cases or their outcomes, nor does it maintain a listing of all allegations made therein, and therefore cannot provide the same. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. A copy of the cover page and of the relevant "Legal Proceedings" section of Motorola's most recently filed 10-K is attached. Since the 10-K contains only such litigation, as is material for public disclosure under SEC rules, it may not list all litigation with which Motorola or its subsidiaries are presently involved.

Section 4: Disclosure of Business Operations with Iran (All Vendors must complete this section).

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

(2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (All Vendors must complete this section).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☒ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

CMS98950010 - Radio Maintenance; Convenience Contract PSD Radio Equipment; STARCOM Emergency Radio Contract

CMS22022464 - STARCOM21 Equipment IFB

CMS4016951 - Radio Equipment

Section 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☒

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This information is submitted on behalf of: MOTOROLA SOLUTIONS, INC

(Vendor/Subcontractor Name)

Name of Authorized Representative:

John P. Molloy

Title of Authorized Representative:

Vice President

Signature of Authorized Representative:

Date:

April 23, 20012

7. SUPPLEMENTAL PROVISIONS

7.1 State Supplemental Provisions

- ☐ Definitions
- ☐ Required Federal Clauses, Certifications and Assurances
- ☐ ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- ☐ Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- ☐ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- ☐ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- ☐ Other (describe)

7.2 Vendor Supplemental Provisions

- ☒ Attachment A – Supplemental Terms
- Attachment B – Software License Agreement

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP281 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

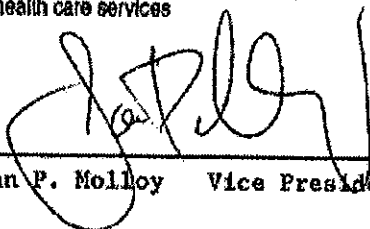
Name: _____

Business Name: Motorola Solutions, Inc. _____

Taxpayer Identification Number:
Social Security Number _____
or
Employer Identification Number 36-1115800

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature:  _____
John P. Molloy Vice President

Date: April 23, 2012

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 14368

Motorola Solutions, Inc

"Note: For security and privacy reasons, Motorola
1301 E. Algonquin Road
Schaumburg IL 60196

Information for this business last updated on:
Monday, March 12, 2012

Certificate produced on Monday, March 12, 2012 at 5:15 PM



ATTACHMENT A
SUPPLEMENTAL TERMS AND CONDITIONS

Section 1 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 1.1. "Equipment" or "Product" means the equipment that the State purchases from Motorola under the Primary Agreement.
- 1.2. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 1.3. "Non-Motorola Software" means Software that another party owns.
- 1.4. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.5. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 1.6. "Specifications" means the functionality and performance requirements that are described in the contract documents.
- 1.7. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the contract documents.

Section 2 INTENTIONALLY LEFT BLANK

Section 3 SOFTWARE

- 3.1. NON-MOTOROLA SOFTWARE. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software.
- 3.2. Software is discussed in Attachment B, Software License Agreement

Section 4 TITLE AND RISK OF LOSS

Title to the Equipment will pass to the State upon shipment. Title to Software will not pass to the State at any time. Risk of loss will pass to the State upon delivery of the Equipment to the State.

Section 5 WARRANTY AND DISCLAIMER OF WARRANTIES

Motorola Solutions, Inc. or, if applicable, Motorola Canada Limited ("Motorola") warrants the Motorola manufactured radio communications product, including original equipment crystal devices and channel elements ("Product"), against material defects in material and workmanship under normal use and service for a period of two (2) years from the date of shipment unless otherwise extended. Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Motorola according to the terms of this warranty. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola. This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the Product manufactured by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola.

Unless made in a separate written agreement between Motorola and the original end user purchaser, Motorola does not warrant the installation, maintenance or service of the Product. Motorola cannot be responsible in any way for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. Because each system which may use the Product is unique, Motorola disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

IV. WHAT THIS WARRANTY DOES NOT COVER:

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B. Defects or damage from misuse, accident, water, or neglect.
- C. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- D. Breakage or damage to antennas unless caused directly by defects in material workmanship.
- E. A Product subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the addition to the Product of non-Motorola supplied equipment) which adversely affect performance of the Product or interfere with Motorola's normal warranty inspection and testing of the Product to verify any warranty claim.
- F. Product which has had the serial number removed or made illegible.
- G. Batteries (they carry their own separate limited warranty).

This warranty sets forth the full extent of Motorola's responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at Motorola's option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

THE WARRANTIES SET FORTH IN THE CONTRACT DOCUMENTS ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 6 INFRINGEMENT CLAIM INDEMNIFICATION

6.1. Motorola will defend at its expense any suit brought against the State to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") infringes a United States patent, trademark, copyright ("Infringement Claim"). The State shall promptly notify Motorola in writing of the Infringement Claim; allow Motorola to have sole control of the defense of the suit and all negotiations for its settlement or compromise; and provide Motorola with reasonable cooperation. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against the State by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim. If Motorola, after receiving notice of any Infringement Claim, fails to promptly begin the defense of such Infringement Claim, the State may (without further notice to Motorola) retain counsel and undertake the defense, compromise or settlement of such claim or action at the expense of Motorola, subject to the right of Motorola to assume the defense of such Infringement Claim at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the State in these circumstances shall be borne by Motorola and Motorola shall be bound by, and shall pay the amount of any settlement, compromise, final determination or judgment reached while the State was represented by counsel retained by the State pursuant to this paragraph, or while Motorola was conducting the defense.

6.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for the State the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant the State a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

6.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is solely based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by or approved in writing by Motorola; (b) Motorola Product designed or manufactured in accordance with the State's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (c) a modification of the Motorola Product by a party other than Motorola unless such modification was approved in writing by Motorola; or (d) the failure by the State to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement where such enhancement release is provided to the State with written notice that such enhancement release is necessary to correct a claimed infringement.

6.4. This Section 6 provides the State's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. The State has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim.

Section 7 LIMITATION OF LIABILITY

Except for personal injury (including death), damage to property, Motorola's indemnification obligations, losses resulting from fraud, gross negligence, willful misconduct (including intentional breach of the agreement), willful misrepresentation, or by Motorola, its employees, agents and subcontractors, the parties', Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the amount paid and payable under this contract for the equipment. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 8 ACCEPTANCE, INSPECTION, AND REJECTION

Upon delivery of the Equipment to the delivery location, the State will inspect the Equipment to determine that no visual damage has occurred during shipment and will run such tests as it determines reasonable to test the functionality of the delivered Equipment. If the State deems the Equipment acceptable, the State shall acknowledge acceptance of delivery to the State. If all or a portion of the Equipment deemed unacceptable to the State, the State shall provide Notice to Motorola within five (5) business days after the Equipment is delivered. Motorola will promptly replace Equipment deemed to be unacceptable by the State. If the State does not provide such notice within 5 days, the Equipment will be deemed accepted by the State. Equipment rejected pursuant to this Section shall be shipped back to Motorola at Motorola's expense.

Section 9 SURVIVAL

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.1 (Motorola Software); Section 3.2 (Non-Motorola Software); Subsection 5 (Disclaimer of Implied Warranties); Section 6 (Infringement Claim Indemnification) and Section 7 (Limitation of Liability).

ATTACHMENT B SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the State of Illinois by and through its Central Management Services division ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this Agreement is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain Software or products containing embedded or pre-loaded Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
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Section 8 TERM AND TERMINATION

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8.2 After termination of this Agreement and upon request from Motorola, Licensee shall certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

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Section 9 INTENTIONALLY LEFT BLANK

Section 10 CONFIDENTIALITY

The provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee. Such assignment or subcontract shall not relieve Motorola of its performance obligations to the State under this Agreement and payment shall remain from the State to Motorola.

13.4. **GOVERNING LAW.** This Agreement shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Agreement and the Primary Agreement, the parties agree that this Agreement prevails.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.